

**SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 2nd day of Nov., 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "CLIENT"), and PINNACLE TRAINING SYSTEMS, LLC, a California Limited Liability Corporation whose address is 6011 N Fresno St. Suite 120, California, 93721 (hereinafter "PTS").

**WITNESSETH:**

WHEREAS, CLIENT and PTS entered into Agreement No A-21-067 on March 9, 2021, retroactively effective February 15, 2021, pursuant to which PTS agreed to provide COVID-19 vaccine services to CLIENT; and

WHEREAS, CLIENT and PTS entered into a First Amendment No. A-21-067-1, dated July 13, 2021, to expand vaccination portability to any county department, to allow services to clinics held through community medical clinic/vaccination events through employer, and to allow for the vaccination of the general public (Agreement No. A-21-067 and First Amendment No. A-21-067-1, collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to extend the length of the Agreement, add the provision of Flu vaccination services, increase the total compensation amount to accommodate the provision of new and existing services through June 30, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CLIENT and PTS agree as follows:

1. That all references to "Schedule A" in the Agreement shall be changed to read. "Revised Schedule A", attached hereto and incorporated herein by reference.
2. That Section 2.a of the Agreement, located on page 1, beginning with "The" and ending with the words "Term of this Agreement", is deleted in its entirety and replaced with the following:  
"The CLIENT shall pay PTS for the Services, in accordance with the terms set forth in Revised Schedule B, which is attached hereto and made a part of this Agreement. In no event shall payments for services performed under this Agreement be in excess of One Million Four Hundred

1 Fifty-Nine Thousand Five Hundred and No/100 dollars (\$1,459,500.00) during the Term of this  
2 Agreement."

3 3. That Section 3.a of the Agreement, located on page 1, beginning with "The" and ending  
4 with the word "Parties", is deleted in its entirety and replaced with the following:

5 "The initial term of this Agreement ("Term") shall be for a period of approximately  
6 seventeen months, beginning February 15, 2021 and ending June 30, 2022, unless terminated earlier  
7 in accordance with the provisions herein. The Term may be extended by written agreement of the  
8 Parties."

9 CLIENT and PTS agree that this Amendment is sufficient to amend the Agreement and, that  
10 upon execution of this Amendment, the Agreement and this Amendment together shall be considered  
11 the Agreement.

12 The parties agree that this Amendment may be executed by electronic signature as provided in  
13 this section. An "electronic signature" means any symbol or process intended by an individual signing  
14 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a  
15 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
16 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached  
17 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person  
18 signing this Amendment for all purposes, including but not limited to evidentiary proof in any  
19 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
20 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil  
21 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
22 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it  
23 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),  
24 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This  
25 Amendment is not conditioned upon the parties conducting the transactions under it by electronic  
26 means and either party may sign this Amendment with an original handwritten signature.

27 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
28 covenants, conditions, and promises contained in the Agreement and not amended herein shall

1 remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year first hereinabove written.

**CONTRACTOR**  
Pinnacle Training Systems, LLC

COUNTY OF FRESNO

Felicia Gomez  
(Authorized Signature)

Steve Brandau  
Steve Brandau, Chairman of the Board  
of Supervisors of the County of Fresno

Felicia Gomez, Owner  
Print Name & Title

6011 N. Fresno St Ste 120

Fresno CA 93710

Mailing Address

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Russell Cuyler  
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 56201018

Account: 7295

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COVID-19 VACCINE PROGRAM SERVICES

PTS shall provide the Services to the CLIENT as set forth below, upon the terms and conditions set forth in this Agreement. The CLIENT and PTS may amend this Schedule, by written agreement between the Parties, from time to time during the Term of the Agreement and/or any renewal period.

PTS shall provide the following COVID-19 Vaccines: (1) COVID-19 Vaccine. **PTS shall provide Flu Vaccines.** Additionally, PTS shall provide reporting of vaccines administered as set forth below.

Staff performing the vaccines will be licensed staff within their scope of practice allowed under the State law. All PTS Staff will be trained to conduct the administration of the vaccines according to the manufacturer's specifications and instructions. Vaccine storage and associated reporting will be provided as per County, CDC, and manufacturing instructions. Vaccine and administration and protocols will be compliant with applicable federal and state law.

PTS will administer the COVID-19 **and Flu** vaccines at various CLIENT locations. The vaccine administration will be provided to CLIENT's employees referred by CLIENT.

Individuals to be vaccinated will be required to complete a questionnaire and waiver (one time) prior to vaccine administration.

The CLIENT will provide the following:

- Venue for clinic and direct payment to venue for any rental costs.
- Clinic date, time, location and venue contact information
- Vaccine and ancillary supplies as provided for by CDPH. Depending on PTS's cold chain capabilities and registered Provider status, vaccine and ancillary supplies may be shipped directly to PTS or picked up at the Department of Public Health.
- For Pfizer, Moderna, **Flu**, and potentially other vaccines, CLIENT expects to provide the following ancillary supplies to PTS with each 100 vaccine doses:
  - 105 needles
  - 105 syringes
  - 210 alcohol prep pads
  - 1 needle information card
  - 100 vaccination cards
  - 2 disposable face shields
  - 4 surgical masks

PTS will be responsible for the following:

- PTS will enroll as a Provider in the federal COVID-19 Vaccination Program, utilizing the California Department of Public Health's (CDPH) COVIDReadi portal and agree and adhere to all requirements specified in the Provider agreement. Enrollment instructions

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may be modified as CDPH is in the process of moving enrollment to a new platform, CalVax, beginning mid-January 2021. When enrolled, PTS will be responsible for ordering the appropriate amount of vaccine and ancillary supplies for receipt prior to the event.

- PTS shall administer the vaccine and enter all vaccinations into the local immunization registry (CAIR) within 24 hours of administration; CLIENT will assist in providing access to the California Department of Public Health (CDPH) CAIR system.
- If PTS is unable to enroll as a Provider, PTS will arrange orders with DPH and pick up all vaccine and ancillary supplies from DPH as identified by DPH when scheduling the event. In this situation PTS shall enter all required patient information upon vaccine administration in PrepMod system made available by DPH and/or CDPH as directed by DPH.
- PTS will provide all office supplies, ancillary medical supplies not included with vaccine, PPE, tables, chairs, tents, etc., when needed.
- Vaccine will be transferred according to CDC or VFC recommendations, such as noted in the CDC's Vaccine Storage and Handling Toolkit, linked here:
- <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>
- PTS will document and notify DPH of any wasted vaccine doses.
- PTS Staff in charge of storage and handling, will complete the 7 EZIZ training modules at the following website: <https://eziz.org/eziz-training/>
- Per federal regulations, PTS will provide the appropriate EUA document to all vaccine recipients:
  - Pfizer: <https://www.fda.gov/media/144414/download>
  - Moderna: <https://www.fda.gov/media/144638/download>
- PTS will report the following adverse events after COVID-19 vaccination, and other adverse events if later revised by CDC, to VAERS: <https://vaers.hhs.gov/reportevent.html> or calling 1-800-822-7967.
  - Vaccination administration errors, whether or not associated with an adverse event
  - Severe COVID-19 illness (e.g., resulting in hospitalization)
  - Serious adverse events (AE) regardless of causality. Serious AEs are defined as:
    - Death
    - A life-threatening AE
    - Inpatient hospitalization or prolongation of existing hospitalization
    - Persistent or significant incapacity or substantial disruption of the ability to conduct normal life function
    - A congenital anomaly/birth defect
    - Multisystem Inflammatory Syndrome
  - Important medical events that may not result in death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgement, they may jeopardize the patient and may require medical or surgical intervention to prevent one of the outcomes listed above.

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- PTS will also report any additional select adverse events and/or any revised safety reporting requirements per FDA's conditions of authorized use of vaccine(s) throughout the duration of any COVID-19 Vaccine being authorized under an Emergency Use Authorization (EUA).
- Per CAIR regulations, PTS will provide a paper copy of CAIR notification or post CAIR Notification poster near registration. Details regarding notification are available at the following website: <http://cairweb.org/cair/-disclosure-policy/>
- PTS will make provision of patients with a history of anaphylaxis (due to any cause) to remain for observation for 30 minutes. For all other persons, observation period is 15 minutes.
- In the event of anaphylactic reaction, PTS will maintain appropriate emergency equipment at the event to manage anaphylaxis resulting from vaccination and will follow CDC recommended equipment linked here: <https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/anaphylaxis-management.html>. Equipment supply should be sufficient to manage multiple patients experiencing anaphylaxis.